

8696 2498 2000

Christopher

R. K. S. S.

Soham Modi

Satish Modi

P. Rama Subbamma  
 STAMP VENDOR  
 LIC. NO. 1000 H. NO. 46/1990  
 4-2-110, OLD BHOIGUDA,  
 SECUNDERABAD-A.P.

### AGREEMENT

This **AGREEMENT** is made and executed on this the 17<sup>th</sup> day of April 1998 by and between:

1. **Mrs. Leena Sunil Dalal**, W/o. Shri. Sunil Dalal, aged 38 years, residing at 28, Dwarakadas colony, Mayuri Marg, Begumpet, Hyderabad - 500 020.
2. **Mrs. Kosha Sangesh Dalal**, W/o. Shri. Sangesh Dalal, aged 23 years, residing at 28, Dwarakadas colony, Mayuri Marg, Begumpet, Hyderabad - 500 020 hereinafter referred to as the **FIRST PARTY**

### AND

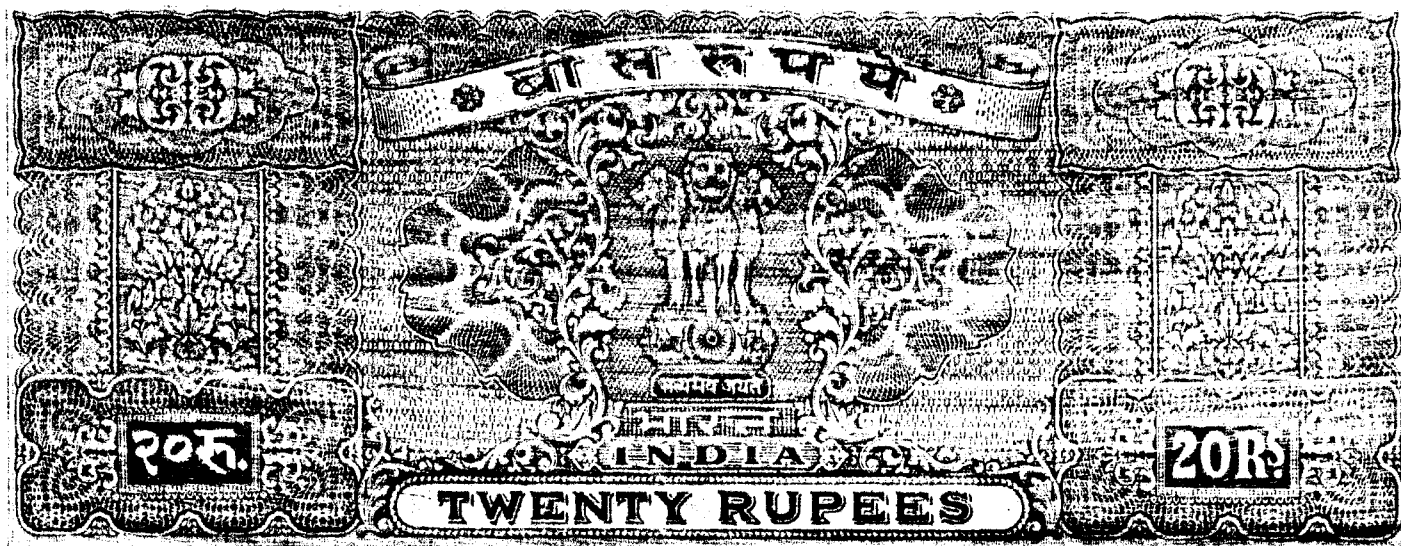
**Shri. Soham Modi** S/o. Shri. Satish Modi aged 29 years Occupation : Business, residing at Plot No.1025, Road No.45, Jubilee Hills, Hyderabad hereinafter referred to as the **SECOND PARTY**.

#### Whereas:

- A. The **SECOND PARTY** is the Owner of a portion of the ground floor of the building known as "**Modi House**", consisting one shop, admeasuring 500 sq. ft, bearing number 1-10-72/2/3, situated at Begumpet, Hyderabad 500 016, hereafter referred to as the "**Said Premises**".

1 x Leena S. Dalal. 2 x Kosha S. Dalal.

S x Soham Modi.



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 Soham Modi  
 Soham Modi

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 10/10/1998  
 SOHAM MODI  
 SOHAM MODI

- A. The **FIRST PARTY** has taken on lease vide agreement dated 28<sup>th</sup> February 1998 the Said Premises Shri. Soham Modi.
- B. There is a dispute between the **SECOND PARTY** and some others regarding the title and location of the building known as "**Modi House**" of which the Said Premises forms a part. The matter is still pending in the High Court of A. P. as W P No. 137 of 1998.
- C. The **FIRST PARTY** has decided to invest substantial amounts by way of furniture and fixtures in the Said Premises.
- D. The **FIRST PARTY** has expressed apprehension regarding the safety of his investments. The **SECOND PARTY** has agreed to compensate the **FIRST PARTY** in case the **FIRST PARTY** has to vacate the Said Premises due to an unfavourable out come of the case. Both the parties have agreed to certain terms and conditions and are desirous of recording the same as hereunder.

1 x Leena S. Dalal 2 x Koshal S. Dalal. S x Soham Modi



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Christopher Cobell

- R. Cobell  
Sham Modi  
Sahin Modi

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P. RAM...  
SECURITY ESTABLISHMENT

Witnesseth:

1. In case of the **FIRST PARTY** has to vacate the said Premises due an unfavourable outcome of the case, i.e. W P No. 137 of 1998 the **SECOND PARTY** shall compensate the **FIRST PARTY** for the loss incurred on their investment, by paying a lump sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) to the **FIRST PARTY** within one month from the date of the **FIRST PARTY** vacating the said premises.
2. It is specifically agreed by both the parties that in case the **FIRST PARTY** has to vacate the said premises due an unfavourable outcome of the case, that, apart from the above mentioned compensation payable by the **SECOND PARTY** to the **FIRST PARTY**, the **SECOND PARTY** shall not be liable for any further loss/damage that may be caused to the **FIRST PARTY**.

IN WITNESS WHEREOF, the **FIRST PARTY** and the **SECOND PARTY** have signed these presents on the date and at the place mentioned above.

WITNESSES: *Srinidhi Dalal*

1. Leener S. Dalal
2. Kosha S. Dalal

*[Signature]*

*[Signature]*  
Kosha S. Dalal  
**FIRST PARTY**

*[Signature]*  
**SECOND PARTY**